

interference in telephone or electronic communications, fire, flood, windstorms, and other acts of God. If hogs are not delivered or accepted due to such causes, we may at our option accept hogs in excess of the contracted quantities when you are able to deliver them or we are able to accept them.

11. **ASSIGNMENT; BINDING EFFECT.** You do not have the right to assign this Agreement or any of your rights hereunder without our prior written consent, which consent shall not be unreasonably withheld. Provided that you may assign this Agreement or any of your rights hereunder to your lender(s) as collateral security for any loan. If you desire to sell all or substantially all the assets constituting your hog production operation, then in addition to obtaining our consent, you shall cause the purchaser to expressly assume, in a writing acceptable to us, all of your obligations under this Agreement. If we sell the slaughter plant to which your hogs are being delivered, then we shall at our option (a) cause the purchaser to expressly assume all of our obligations under this Agreement, or (b) notify you that you must deliver the hogs to our then nearest slaughter plant. We will pay you for additional freight costs incurred by such delivery pursuant to our then current standard livestock freight schedule. This Agreement shall be binding on your heirs, successors and permitted assigns and on our successors and assigns.

12. **WAIVER.** Any breach of this Agreement or any right provided by this Agreement may be waived only in a writing signed by the waiving party. Any such waiver shall not affect the validity of this Agreement, or the right of either party to thereafter enforce every provision of this Agreement.

13. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, with neither party in any way the legal representative or agent of the other party. Neither party has any right or authority to act for or bind the other party in any manner.

14. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of this Agreement shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15. **SURVIVAL OF PROVISIONS.** Any provisions of this Agreement that by their terms have or may have application after the expiration or termination of this Agreement shall be deemed to the extent of such application to survive the expiration or termination of this Agreement. Examples of such provisions are paragraphs 6-8 and 22.

16. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreement between you and us relating to the hog production operation supplying hogs under this Agreement. This Agreement may be amended or supplemented only in writing by you and us, and not by any course of dealing or prior performance.

17. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.